

NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038 - Fax No. (985) 448-4921  
EO/AA Employer, M/F/H/V

BID NO. **SB01824**

Date: **03/15/2021**

**INVITATION, BID AND ACCEPTANCE**

**INVITATION:** Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 03/31/2021** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
**Terry G. Dupre, Sr.**  
**Director of Purchasing**

*The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation*

**DESCRIPTION**

**"Procurement of the 2022 LaPirogue Yearbook"**

**INSTRUCTIONS:**

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN ACCORDANCE WITH R.S. 39:1556(53). YOUR SIGNATURE IDENTIFIES YOUR INTENT TO BE BOUND. FAILURE TO SIGN THIS PAGE AND INCLUDE IT WITH YOUR BID RESPONSE MAY RESULT IN YOUR BID NOT BEING CONSIDERED.
10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHOULD FILL IN ALL BLANK SPACES**

Terms will be and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_  
Fax (\_\_\_\_\_) \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.**

**NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.**

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed \_\_\_\_\_

Date \_\_\_\_\_



Nicholls State University

**Purchasing Office**

P. O. Box 2052 – Thibodaux, LA 70310  
985.448.4038 – Fax: 985.448.4921

March 15, 2021

**PUBLIC NOTICE INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **March 31, 2021 at 3:00 P.M. for:**

**"Bid Number SB01824 –Printing of the 2022 LaPirogue "**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4038 or e-mail [terry.dupre@nicholls.edu](mailto:terry.dupre@nicholls.edu) or [evelyn.summers@nicholls.edu](mailto:evelyn.summers@nicholls.edu)

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.  
Director of Purchasing, Property Control  
and Support Services Administration

**TO BE RUN: March 19, 2021**  
**TO BE OPENED: March 31, 2021**





Nicholls State University

**Purchasing Office**

P. O. Box 2052 – Thibodaux, LA 70310

985.448.4038 – Fax: 985.448.4921

## NOTICE TO VENDORS INFORMATION FOR STATE OF LOUISIANA HUDSON INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) was established in accordance with La. R.S. 39:2001- 2008 and La. R.S. 51:931. This is a goal-oriented program which encourages State agencies to contract with certified small entrepreneurships, as well as encouraging contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships as subcontractors in the performance of the contract. The Hudson Initiative is a race and gender-neutral program. The primary intent of this program is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development to participate in contracting and procurement with the State. The comprehensive rules governing the implementation of the program are located at <http://www.doa.la.gov/pages/osp/se/secv.aspx>. This program is under the auspices of Louisiana Department of Economic Development. All State departments/agencies including the Office of State Procurement, Facility Planning and Control, and the Department of Transportation and Development, as well as colleges and universities, and community and technical colleges are encouraged to participate in this program. The Office of State Procurement facilitates the administration of the program.

Certain procurements will be designated as suitable for participation in the Hudson Initiative. In order to be responsive to the solicitation, the vendor must either be a certified small entrepreneurship, in accordance with La. R.S. 39:2006, or put forth a good faith subcontracting plan to utilize certified small entrepreneurships in the performance of the contract.

In order to assist in locating those small entrepreneurships that are certified by the Department of Economic Development, a "quick reference list" has been compiled, which is arranged alphabetically and by commodity class. This list is automatically refreshed (updated) each time it is opened. The complete list of certified small entrepreneurships is maintained by Louisiana Department of Economic Development, which is responsible for certification of businesses. The list may be accessed here:

<https://smallbiz.louisianaeconomicdevelopment.com/Search>.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State under the Hudson Initiative are encouraged to visit the Louisiana Economic Development Small Business Certification System

at <http://www.louisianaeconomicdevelopment.com/page/hudson-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the LaGov Supplier Portal: [https://lagoverpvendor.doe.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doe.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).



**STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA  
A Member of the University of Louisiana System**

**Rev. 10/2020**

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

**Mail address:** Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

**Delivery:** Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in accordance with R.S. 39:1556(53) by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; and (3) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.

**ADDITIONALLY: THE OUTSIDE OF THE BID ENVELOPE MUST CONTAIN THE STATE OF LOUISIANA CONTRATOR'S LICENSE NUMBER SHOULD THE WORK PROVIDED IN THE SPECIFICATION REQUIRE THAT THE BIDDER BE LICENSED BY THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS IN THE APPROPRIATE CLASSIFICATION FOR THE WORK TO BE PERFORMED UNDER THIS SPECIFICATION OR THE SPECIFIC CLASSIFICATION IDENTIFIED IN THE ADVERTISEMENT OR THE SPECIFICATION.**

**THE CONTRACTOR'S LICENSE NUMBER SHALL APPEAR FOR ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE. \$10,000.00 OR MORE FOR ELECTRICAL OR MECHANICAL WORK.**

**FAILURE OF THE BIDDER TO WRITE THE CONTRACTOR'S LICENSE NUMBER ON THE OUTSIDE OF THE BID ENVELOPE SHALL CAUSE THEIR BID TO BE AUTOMATICALLY REJECTED AND NOT READ.**

- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.



**-Instructions to bidders continued-****7) Signature Authority: ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.**

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

- 8) Addendums:** If an addendum is issued regarding the bid solicitation, it is the responsibility of the bidder, prior to submitting their bid, to periodically visit if any addendums were issued and posted to the State of Louisiana Purchasing Department LaPAC website.
- 9) Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

**(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)**

**(\*)** The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

**FOR THIS BID SOLICITATION:**

**BID BOND REQUIRED:** \_\_\_\_\_ Yes      X   No

**PERFORMANCE BOND REQUIRED:** \_\_\_\_\_ YES      X   NO

**PURCHASE WILL BE EXECUTED WITH:**   X   Purchase Order Only

\_\_\_\_\_ Purchase Order and Formal Two Party Contract

\_\_\_\_\_ Formal Two Party Contract Only



## **GENERAL CONDITIONS**

**Rev 06/2020**

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees **The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.**  
  
**Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.**
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.



**12) CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

**13) FEDERAL CLAUSES, IF APPLICABLE:** ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.



**SPECIAL CONDITIONS**

**BID NUMBER: SB01824 BID OPENING: 03/31/2021**

**06/2020**

.....  
**NOTICE TO BIDDERS:**

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

- .....  
**A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within Louisiana where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- 1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within the United States where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- (4) The vendor certifies that such items are manufactured in the United States.*



### **CONDITIONS OF PURCHASE**

**The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:**

**Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.**

**The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.**

**Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.**

**All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.**

**Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.**

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

\_\_\_\_ - \_\_\_\_\_

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 1 OF 7**

For the publication of La Pirogue for the year 2022 according to all terms, conditions, specifications and prices outlined below. All bid responses shall be sealed bids submitted as specified to the Director of Purchasing of Nicholls State University, hereinafter called the "University."

The undersigned, herein after called the "Bidder," agrees to produce the above mentioned publication with the terms, conditions, mechanical and material requirements, production schedule, service requirements and prices set forth below. Any contract entered into through this bid process shall be governed and subject to all terms and conditions provided in the statutes of the State of Louisiana relating to such contracts.

**TERMS AND CONDITIONS**

**\*NOTE: In the past, Nicholls State University's specifications have called for 1,500 books. After assessing our current needs, we have reduced the minimum quantity to 1,000. Therefore, we will now require the BASE BID to be calculated on 1,000 books.**

**Section 1. BID SUBMISSION:** This bid is solicited for the 9 x 12 inch yearbook of the scholastic year 2022 La Pirogue.

Bids are to be filled out in duplicate on the forms furnished for that purpose on exact copies thereof, and in case of any difference, the quotation of the original shall be accepted. Bids submitted on any other forms may be considered informal and may be rejected. All sections of the bid form should be filled in and bid prices should be stated in words and figures. Conditional bids will not be accepted. The University reserves the right to reject any or all bids submitted and waive any informalities. All bids received will be evaluated based upon the following:

- (a) Must be responsive in accordance with specifications.
- (b) Base bid (Section 14A) plus other various optional prices quoted.
- (c) Samples, data and documents required representing quality of work performed by bidder and his capability of meeting the needs of the University.

At the option of the University and the acceptance of the contractor, this contract may be renewed for two (2) additional twelve (12) month periods (2023 and 2024 yearbooks) at the same rates, terms and conditions as the original bid specification.

A notice of award will be issued to begin work on the 2018 year book. A purchase order will be issued and payment for that book will be made after the book is completed and delivered, usually between the period of July 1, 2022 – June 30, 2023.

**Section 2. BID RECEIPT:** Sealed bids subject to the conditions herein stated will be received by the Director of Purchasing until date and time indicated on bid cover sheet and then publicly opened in the Purchasing Office, Room 104 Elkins Hall.

**Section 3. ARREARS:** No contract will be awarded to any individual, partnership or corporation who is from any cause in arrears to the State of Louisiana, or who has failed in any former contract with the State to perform work satisfactorily. Reasonable ground for supposing that any bidder is interested in more than one bid will cause the rejection of all bids in which he is deemed to be interested.



**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 2 OF 7**

**Section 4. CONTRACT:** The acceptance of any bid submitted shall create a valid contract between the University and the Bidder to whom the contract has been awarded. The specifications, prices quoted, terms of payment, time of delivery and other conditions set forth in the bid documents shall constitute an integral part of such contract. Any contract thus made does not compel the University to publish the yearbook nor to spend any specified sum, and if the book is not published, and no materials ordered, or mechanical work performed, there is no financial obligation incurred on the part of the University. If the book is abandoned after production has begun, the Bidder is to be paid only for the materials ordered and actual work produced at that date, and any materials ordered shall become the property of the University to be disposed of as it sees fit.

**Section 5. CANCELLATION AND OTHER STIPUTLATIONS:** The University reserves the right to cancel any contract resulting from this bid at any time upon non-performance on the part of the Bidder, or failure to comply exactly with the production schedule as defined herein, or upon evidence that any part of the work produced is unsatisfactory and not up to the standards set forth in the specifications. In this event the University may make such arrangements as it sees fit to complete the work elsewhere, but the Bidder shall not be released from any liability he may have incurred by reason of a breach of this agreement, or any of the terms thereof, or from reimbursement to the University for any loss or expense occasioned thereby. The University shall withhold authorization of payment to the Bidder for all work completed until the damages caused by the bidder shall be ascertained.

The continuation of this contract shall be contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall become null and void on the date of the beginning to the succeeding fiscal year from the one in which the contract was initiated

The contract resulting from the award of this bid may be cancelled by either party with the issuance of a thirty (30) day cancellation notice.

Bidder understands and agrees that this contract and related documents are subject to audit by the Legislative Auditor of the State of Louisiana.

The Contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

**Section 6. SAMPLES:** Each bidder should submit three (3) samples of 9 X 12 inch university or college yearbooks which were printed in their plant in 2019 or 2020, including at least one sample yearbook from a university or college serviced by Bidder's representative, who would be Bidder's representative for this University should Bidder be awarded this contract. **Failure to have samples as specified may be cause for rejection of any bid response submitted.**

**Section 7. REFERENCES:** Bidder will furnish three references from colleges for which they have published yearbooks. Please provide the name of the adviser and a telephone number.

**Section 8. SERVICES:** The Bidder shall provide a qualified yearbook representative of the company who is knowledgeable and must be available to consult with La Pirogue. The representative shall make visits to the campus to work with the staff when notified of such a need for services. If Bidder does not provide suitable representation, approved by the Director, the bid may be rejected. Bidder shall state specifically how this requirement will be met by company. **PLEASE INCLUDE WITH BID THE NAME, HOME OR BUSINESS ADDRESS, CELL PHONE NUMBER AND HISTORY OF EXPERIENCE OF THE PERSON(S) WHO WILL PROVIDE THESE SERVICES. SUCCESSFUL BIDDER SHALL MAKE AT LEAST MONTHLY VISITS TO THE CAMPUS YEARBOOK OFFICES.**

**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 3 OF 7**

**Section 9. SUPPLIES:** The Bidder shall supply all working materials without additional cost and handle all production needs. Bidder must be capable of performing all required work in his plant. Computer software shall be provided as needed and must be compatible with the Adobe Creative Suite which is currently in use by the University. The cover case must be manufactured in the plant of the bidder.

**Section 10A. TECHNOLOGY:** Because the La Pirogue staff is comprised of students from a variety of majors, many have very little technical knowledge. With the help of the Bidder, the Director of Student Publications provides training on yearbook development, design, composition and production. However, because we have limited time to provide such training, the vendor must provide a Software Program in the form of Adobe In-Design plug-ins specifically created for yearbook production. Please answer the following questions:

- 10A.1.** Does Bidder's company have a Yearbook-Specific Software Plug-In Program that works with Adobe In-Design? This program should be designed specifically for yearbook production.

☐ YES\*      ☐ NO

*(\*If YES, bidder should attach a detailed description of the program referenced above)*

- 10A.2.** Does Bidder's company have a Portrait Flow Software Plug-In that works with Adobe In-Design to flow all graduate headshots and names into spreads?

☐ YES\*      ☐ NO

*(\*If YES, bidder should attach a detailed description of the program referenced above)*

- 10A.3.** If Bidder answered "YES" to item 10A.1., does this program automatically create a 9x12 spread layout with appropriate margins, folio locations, gutter, columns?

☐ YES      ☐ NO

- 10A.4.** If Bidder answered "YES" to item 10A.1., does this program provide at least 50 pre-made yearbook spread templates?

☐ YES\*      ☐ NO

*(\*If YES, bidder should attach template examples)*

- 10A.5.** If Bidder answered "YES" to item 10A.1., does this program automatically complete all pre-press actions including embedding of pictures and fonts and creation of PDF for submission?

☐ YES      ☐ NO

- 10A.6.** If Bidder answered "YES" to item 10A.1., does this program automatically create page numbers for folios and manage page ordering, including changes, automatically?

☐ YES      ☐ NO

- 10A.7.** If Bidder answered "YES" to item 10A.1., does this program provide automatic indexing of names and page numbers?

☐ YES      ☐ NO



**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 4 OF 7**

The Bidder shall indicate any special or unusual services of manufacturing technology, over and above that specified, that will benefit La Pirogue in achieving better service, efficiency and price. Bidder may attach additional pages if necessary.

HARDWARE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SOFTWARE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL SERVICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 11. CONTENT:** La Pirogue shall have total control over and responsibility for the content of the yearbook. Preparation and submission of the yearbook shall be performed by the Bidder as directed and in consultation with La Pirogue as part of this base bid.

**MECHANICAL AND MATERIAL REQUIREMENTS**

**Section 12A. PRESS TYPE:** Bids are for the offset, sheet fed, web press, or digital printing of a 9" x 12" yearbook.

**Section 12B. PRINT QUALITY:** All printed signatures shall be of highest quality, consistent throughout the run, with adequate and uniform distribution of ink, particularly in four-color process reproduction. If printing does not meet these standards the Bidder shall be required to reprint any such signature without additional cost to La Pirogue. Each page is to be considered a bleed page, and no additional charges shall be added for bleeding.

**Section 12C. PLANT CAPABILITIES:** Bidders shall have adequate equipment and staff to maintain speed production without sacrifice of quality of workmanship and shall be able to handle a yearbook the size and sophistication of La Pirogue. Plant equipment should be specified for review by the Director. No part of work specified herein shall be purchased from or transferred to another firm. If bidder's plant is not considered adequate, this may be grounds for rejection of the bid response.

**Section 12D. TYPOGRAPHY:** The typography must be first class in every respect. All typefaces must be sharp and clean. Vendor must be able to accept postscript, true-type, OpenType and/or embedded fonts or typefaces and EPS, JPEG, and/or TIFF images in PDF, Adobe InDesign format. All pages sent to vendor will be typeset by La Pirogue staff.

**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 5 OF 7**

**Section 12E. PRESSWORK:** All bidders are cautioned that they will be required to observe strictly the requirements for first class work and, in case of doubt, the University reserves the right to have the vendor mail complete press sheets of each signature form of sixteen (16) pages as each is completed, and if the printed sheets show defects and do not measure up to first class workmanship, then the University will have the right to reject any form that is not up to required standards and require the vendor to reprint such forms without additional cost to the University. The requirements for the quality of presswork are listed below and must be rigidly observed.

The presswork must meet the best standards of fine halftone printing. The pages are to be printed in signatures of sixteen (16) pages. The printed sheets shall show adequate and uniform distribution of ink on both type and images. All color work must register with extreme accuracy. All pages must show even ink distribution.

**Section 12F. NEGATIVES AND PLATEMAKING:** If used, negatives and plates must be of the highest quality. All negatives must be made on highest quality contact screen, 150 lines per inch minimum, 200 lines per inch preferred.

All line negatives must be properly exposed and developed with care to assure that no distortions or defects result in any of the typeset matter during photographic process. All negatives must be inspected for light leaks and opaqued.

Production methods must be accompanied with such care as to allow: (1) proper bleeds without trimming the pages undersized; (2) pin-point registration of process color or spot color; (3) standardization of pre-planned margins; (4) proper folding; and (5) proper sequence of pages.

The University considers its requirements as essential for fine halftone reproduction and reserves the right to require that the bidder to whom the contract may be awarded shall ship all plates and/or negatives and/or color separations that are used in the reproduction of the La Pirogue yearbook to the University, at the vendor's expense, as evidence of having complied with the above specifications.

Any four-color process to be reproduced in La Pirogue must be individually evaluated and color corrected during the separation process. Each submitted image must be individually corrected. No images are to be gauged for separation using an averaging technique to determine color balance.

**Section 12G. PROOFS:** There shall be no charges for author's corrections except for editor's changes from copy, and in case of dispute, the Bidder agrees to abide by the decision of the La Pirogue adviser as to the amount and cost of such revisions. Printer's proofs shall conform to layouts submitted on disk or via FTP site by the yearbook. Within thirty (30) calendar days after receipt of layouts, necessary manuscript copy and photographs, the Printer agrees to send by First Class Mail preliminary page proofs showing placement of all type, line work, artwork, halftones, screens, etc., as per the original layout and copy. If proofs are not received within 30 days, La Pirogue reserves the right to add one day to the next in-plant deadline for each working day the proofs are delayed without affecting the final shipping date in any way.

The Printer must be ready to send not only double pages of proofs, but also single pages. **THE BIDDER SHOULD ENCLOSE WITH THEIR BID RESPONSE A SAMPLE OF THE PROOFS USED BY BIDDER'S COMPANY.**

If in the decision of the University the final proofs are not satisfactory, the University shall have the option of receiving without additional charge a revised set of page proofs. The printer shall not print any sections in advance without the written consent of the director.



**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 6 OF 7**

**Section 12H. DEADLINES:** Deadlines for work to reach the printer (in-plant dates) shall be agreed to in writing at the beginning of the school year by the La Pirogue adviser and the printer. La Pirogue is a fall delivery book. Companies classified as "Yearbook" printing companies who print books in sections may establish monthly deadlines beginning no sooner than December 15. Companies classified as a "Printing" company and print the entirety of the book at one single time may only establish one deadline. That deadline should be at least four (4) weeks after the spring semester has ended and should constitute enough time for the book to still arrive in the fall prior to November 1.

**Section 12I. DELAYS:** If the books are not received by the University on the agreed upon date, the University reserves the right to deduct two hundred dollars (\$200) from the contract price for each day the books are not delivered, as liquidated damages, and not as a penalty, provided however, that such delay is not occasioned by strikes, fires, breakdown in machinery, and other conditions beyond the control of the Printer. Existence of such exceptions must be presented to the satisfaction of the Director of Purchasing of Nicholls State University. For each day the University misses an in-plant date, after the proof delays have been factored in, the Bidder may delay delivery on campus by that number of days.

**Section 12J. BINDING:** All signatures shall be folded, gathered, and tightly Smyth-sewn with pre-stretched nylon thread and then trimmed, rounded and backed with a heavy gauze staging over the spine, top to bottom, with proper headbands and a heavy backing paper bonded to the gauze for added strength, then glued securely in the cover case. Each completed book shall be carefully inspected for blemishes and no imperfect books are to be delivered. It is mandatory that the books are to be carefully packed with slip sheets between each book, or individually shrink wrapped, at no additional charge. All shipments shall be insured to cover damages that may occur during the shipment.

**Section 12K. PAPER:** The inside paper stock shall be eighty (80) pound coated white enamel or matte finish in such sizes as to accommodate bleed pages. The inside paper shall be printed in full color unless otherwise specified by the yearbook staff. **THE BIDDER SHOULD SUBMIT SAMPLES OF ENAMEL PAPER AND MATTE FINISH PAPER PROPOSED FOR USE IN LA PIROGUE.**

**Section 12L. COVER:** The cover shall be furnished by the Bidder and shall be silk screened or printed with one color ink or one application of color on the best quality fabric base cover material. Cost for additional colors or applications should be included in Section 14. The cover must fit the book properly. Cover boards shall be 160 point tempered binders board. Chipboard or equivalent shall not be accepted. Bidder should have a Yearbook Cover Design expert that the La Pirogue editor can meet with to discuss cover material options and design at the start of each bid year.

Does Bidder's company have a Yearbook Cover Design Expert for the La Pirogue editor to consult with?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

*\*If yes, please provide name, address, telephone number and qualifications of current Cover Design Expert on Bidder's staff.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 7 OF 7**

**Section 12M. END SHEETS:** End sheets shall be of 65-pound cover weight stock, color to be selected. End sheets may be printed with **TWO** one-color inks, at no additional charge.

**ADDITIONAL CONSIDERATIONS**

**Section 13A. CHANGES OR ADDITIONS:** It is understood that there are no verbal agreements or conditions attached to this bid, and the contract resulting from the acceptance of this bid by the University. This shall not be construed to prevent the La Pirogue from making subsequent changes or additions to the publication after the agreement by both parties has been signed. Such alterations are to be mutually agreed upon by the Student Publications Director, the Purchasing Director and the Vendor. Alterations from copy, changes in style, or any work provided for in this contract, but ordered by the University, involving additional cost shall be charged for on the basis of a reasonable profit above the cost of production.

**Section 13B. VENDOR ERRORS:** Vendor errors which occur in the finished product must be corrected in a timely manner that will not delay distribution of the book by more than 30 days. Such errors may require correction by cover re-make, or book re-binding or re-printing at the vendor's expense. The following errors are considered major and will constitute such services:

- If the majority of covers are printed, embossed, debossed, die cut or otherwise manufactured incorrectly or in a flawed manner.
- If the majority of endsheets are incorrect.
- If the majority of books display missing, blank or duplicate pages.
- If the majority of books display incorrect reproduction of color or spot color on pages.
- If the majority of books display printing pages not approved as the final version of the book.
- If the majority of books display altering of pages or content not approved by Nicholls.
- If the majority of books display pages printed out of order.
- If the majority of books display trimming, folding or binding errors that cause part or all of text or photos to be missing.
- If the majority of books display improper mounting of covers.
- If the majority of books display improper printing or substitution of typefaces.
- If the majority of books display foreign material including dirt, dust, spots or smudges on photos or text.

If one or more of the above conditions exist and vendor refuses to or is unable to reprint entire press run of irregular books within thirty (30) days the Student Publications Director reserves the right to have books reprinted at another facility at the vendor's expense.

**13C. VARIATION:** Owing to manufacturing fluctuations, a variation of not more than one per cent either in excess or deficiency of the number of books ordered shall constitute an acceptable delivery--the variation to be charged for or deducted at the rate quoted for extra or less copies.



**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 1 OF 3**

**Section 14: Bid Options**

**14A: BASE BIDS**

For the material and labor necessary for the production of a minimum of 1,000 completed yearbooks of **304 pages**; 9"x12" trim size; 80 lb. coated white enamel or matte paper; all pages **FULL COLOR**; cover on 4.0 mm (160 pt.) cover board including silk screening of one color ink on the best quality fabric base cover; 65 lb. color paper endsheets front and back printed with up to two colors; round back binding; transportation, lodging and meals for two persons for two-day inspection visit to plant during La Pirogue press run with allowances to view pages and/or cover in process and to meet with designer to plan cover for the following year.

The entire book will be submitted to the printer in PDF, Postscript or Adobe InDesign formats on CD, DVD or via FTP. Printer will not be required to perform any typesetting, scanning, cropping or layout.

14A.1. **BASE PRICE (all pages FULL COLOR) @ 1,000 copies:** \$\_\_\_\_\_

**STANDARD OPTIONS**

The below listed options are considered standard options. Numerous other options are possible and may vary from vendor to vendor. These options are not to construed to limit the La Pirogue yearbook in design or production. Any options to be included in the publication but not specifically contained within this bid must be agreed to in writing by the Director of Student Publications and the Director of Purchasing at Nicholls State University.

**14B. Copies and Pages**

- |   |                      |
|---|----------------------|
| 14B.1. Additional copies  | \$_____per book      |
| 14B.2. Additional or less pages in multiples of eight (8) pages | \$_____per flat      |
| 14B.3. UV Coating on pages in groups of sixteen (16) pages      | \$_____per signature |

**14C. Cover**

- |  |                 |
|--|-----------------|
| 14C.1. In-plant Artwork Consultation   | \$_____per hour |
| 14C.2. Cost increase OR reduction for four-color printing (lithograph) on<br>cover with glossy or matte finishes | \$_____per book |
| 14C.3. One additional color silkscreen on cover  | \$_____per book |
| 14C.4. Hot foil stamping on cover – front, back and spine  | \$_____per book |
| 14C.5. UV Coating on cover   | \$_____per book |
| 14C.6. Cost to emboss cover and spine  | \$_____per book |
| 14C.7. Cost to deboss cover and spine  | \$_____per book |

(\*Note: If the cover case is changed so as to be embossed or debossed front, back, spine, and/or end sheet, the bidder will be expected to furnish the University with an invoice from the die manufacturer as to the cost to the Printer for the custom die. This is the price to be paid by the University.)

**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 2 OF 3**

**14D. Endsheets**

- |   |                 |
|---|-----------------|
| 14D.1. Different endsheets printed front and back         | \$_____per book |
| 14D.2. Full-color on endsheets, front and back            | \$_____per book |
| 14D.3. Additional spot-color on endsheets, front and back | \$_____per book |
| 14D.4. Foil embossing on endsheets, front and back        | \$_____per book |

**14E. Student Training:** Cost per student for training (usually held on campus) in Adobe InDesign, Adobe Photoshop and Bidder's required yearbook software prior to beginning of fall semester

\$\_\_\_\_\_per student

**14.F. Note to Bidders re: Bid Evaluation.** The University will evaluate the bid using historical data of the options used for the past three (3) yearbooks published. The specifications used for these three books will be priced with the base and option prices received for this bid. The total calculated of those books will be added together to arrive at an average cost. All prices on the bid form are considered during the evaluation.

**TERMS OF PAYMENT**

**Section 15.** Any additional expense not provided for elsewhere in this agreement, or any additional work of any nature not covered by this agreement involving an expenditure of more than fifty (\$50.00) dollars shall not be charged extra until a notification has been sent to the adviser, in writing and the charge in question shall have received his written approval. Failure on the part of the Printer to send such notification, or to receive such approval, will release the University from any financial, moral, or legal obligation to pay for the authorized additional expenditures.

**Section 16.** Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality. Where a substitution is to be made, the adviser of the yearbook must agree in writing and such approval must be only by a change order from the Office of the Director of Purchasing Nicholls State University shall be the sole judge as to whether or not the material offered is equal to that specified.

**Section 17.** For the satisfactory completion of the work performed by any printer to whom the contract may have been awarded under a bid process, the University agrees to pay for the cost of the publication within thirty (30) days after delivery and approval of the invoice covered by such contract. No payment shall be made until all photographs, artwork and submission disks are returned to the Director.

**Section 18.** All billing shall be in accordance with instructions from the Nicholls State University Purchasing Office and shall be in exact accordance with the prices quoted in the bid response. For any outside purchases or additional work not covered in the basic specifications, purchase orders on the part of the University will be required.



**SPECIFICATIONS**  
**2022 La PIROGUE**  
**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX, LOUISIANA**  
**PAGE 3 OF 3**

**Section 19.** It is understood that there are no verbal agreements or conditions attached to this bid, and the contract resulting from the acceptance of this bid by the University. This shall not be construed to prevent the yearbook from making subsequent changes or additions to the publication after the agreement by both parties has been signed, such alterations to be mutually agreed upon by the yearbook and the Printer.

**Section 20.** Any books received by the University and deemed unsuitable by the La Pirogue adviser, shall be deducted at the rate quoted for extra copies. These may be returned to the Printer at Printer's cost if so requested.

**Section 21.** No overtime shall be charged by the Printer unless prior written approval is secured from the Director of Student Publications and Printing, Nicholls State University, Thibodaux, LA.

**Section 22.** The above prices are F.O.B. Nicholls State University, Thibodaux, LA.

The above bid response is submitted by:

FIRM \_\_\_\_\_

BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_